

**REMARKS**

In response to the above-identified Office Action, Applicants have amended their application and respectfully request reconsideration thereof.

Claims 1-25 are pending.

Claims 1-25 stand rejected under 35 U.S.C. § 1-2(a) as being anticipated by U.S. Pat. No. 5,557,798.

The remarks set out below summarize the subject of a telephone conversation with the Examiner on July 17, 2003 during which Applicants discussed the Examiner's final rejection of the pending claims.

**35 U.S.C. § 102(a) Rejection**

To anticipate a claim, the reference must teach every element of the claim. "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

**Claims 1-10, 12-21 and 23 are not anticipated by Skeen under 35 U.S.C. 102(a) because Skeen does not disclose each and every limitation of the claims.**

The Examiner has rejected claims 1 and 12 under 35 U.S.C. 102(a) as anticipated by Skeen. Claim 1, which is representative of claims 1 and 12, includes the following limitation:

registering, in response to that message, a subscription request, for messages of the first type, for that subscriber application at the publisher application; and

(Claim 1, emphasis added)

In the Office Action, the Office Action states that the above limitation of claim 1 is disclosed in claim 35 of Skeen. Claim 35 of Skeen states in relevant part:

35. The apparatus of claim 28 wherein said one or more data location and access programs include one or more programs to control one or more of said computers so as to implement subscription registration means for establishing said communication path by sending a subscription registration message to register said subscription for said desired data with the one or more computers having in execution thereon said one or more data location and access programs which are coupled to said process(es) and/or service instances which publish said requested data...

(Skeen, Claim 35, Emphasis added)

Applicants respectfully disagree. Skeen does not disclose registering a subscription request for a subscriber application at the publisher application, as is recited in claims 1 and 12. Instead, Skeen discloses "sending a subscription registration message to register said subscription for said desired data with the one of more computers having in execution thereon said one or more data location and access programs which are coupled to said process(es) and/or service instances which publish said requested data." In accordance with Skeen, the subscription request is registered with the "one or more data location and access programs," and not "the process(es) and/or service instances which publish said requested data."

By way of clarification, the system described in Skeen is based on the decoupling of the publishing application and the subscribing application. According to Skeen:

Architectural decoupling is provided by an information layer such that a requesting process can request data regarding a particular subject without knowing the network address of the server or process where the data may be found. This form of decoupling is provided by a subject-based addressing system

within the information layer of the communication component of the interface.

(Skeen, Col. 4, Line 56). In accordance with Skeen, the publishing application is decoupled from the subscriber application and in between there exists a communication component, where subscription requests are received. (See Col. 52, Line 1, See also Fig. 1 illustrating a clear separation of the Application 16 and the Communications Interface 16). Consequently, in contrast to claims 1 and 12, Skeen does not disclose registering a subscription request for a subscriber application at the publisher application.

In addition, claim 1, representative of claims 1 and 12, includes the following limitation:

establishing, in response to the subscription request, a certified communications session between the subscriber application and the publisher application in which the publisher application communicates subsequent messages of the first type to at least the subscriber application and monitors whether the subscriber application has received each such message, thereby establishing a certified message delivery session between the publisher application and the subscriber application.

(Claim 1, Emphasis added).

The Office Action contends that the above limitation of claim 1 is disclosed in Skeen at column 5, line 47. In relevant part, Skeen discloses:

One of these value added services is the reliable broadcast protocol. This protocol engine adds sequence numbers to packets of packetized messages on the transmit side and verifies that all packets have been received on the receive side. Packets are stored for retransmission on the transmit side. On the receive side, if all packets did not come in or some are garbled, a request is sent for retransmission. The bad or missing packets are then resent. When all packets have been successfully received, an acknowledgment message is sent. This causes the transmit side protocol engine to flush the packets out of the retransmit buffer to make room for packets of the next message.

(Skeen, Col. 5, Line 47, Emphasis added).

Applicants respectfully propose that Skeen does not disclose a publisher application monitoring whether a subscriber application has received each message. Instead, Skeen discloses a reliable broadcast protocol. In accordance with the protocol described in Skeen, on the publisher side, the protocol engine adds sequence numbers to packets that are transmitted to the subscriber. On the subscriber side, the protocol engine determines whether all packets are received from the protocol engine on the publisher side by analyzing the sequence numbers. If packets are received out of order, the protocol engine on the subscriber side issues a request to have the protocol engine on the publisher side retransmit the missing packet or packets.

In contrast to Skeen, claims 1 and 12 state that a publisher application monitors whether the subscriber application has received messages. Unlike Skeen, claims 1 and 12 relate to messages being passed between a publisher and a subscriber at the application level, not packets transmitted at the protocol level. Furthermore, in accordance with claims 1 and 12, the monitoring is done on the publisher side by a publisher application, whereas, under Skeen, the protocol engine verifies the receipt of packets on the subscriber side and the protocol engine, not the publisher application, receives acknowledgment of receipt on the publisher side. Consequently, Skeen does not disclose a publisher application monitoring whether a subscriber application has received messages, as is recited in claims 1 and 12.

Claims 11, 22 and 24-25 are not obvious under 35 U.S.C. 103(a) in view of the combination of Skeen and Martino.

Claims 11, 22 and 24-25 stand rejected under 35 U.S.C. 103(a) as obvious under Skeen in further view of Martino.

Claim 11 is dependent on claim 1. Therefore, in order to render dependent claim 11 unpatentable, the combination of Skeen and Martino must

teach or suggest each and every limitation of claim 11, including the limitation of independent claim 1 referred to above. However, like Skeen, Martino fails to disclose registering a subscription request for a subscriber application at the publisher application, as claimed in independent claim 1. Consequently, claim 11 is not rendered unpatentable under Skeen in further view of Martino.

Similarly, claim 22 is dependent on claim 12. In order to render dependent claim 22 unpatentable, the combination of Skeen and Martino must teach or suggest each and every limitation of claim 22, including the limitation of independent claim 12 referred to above. However, like Skeen, Martino fails to disclose registering a subscription request for a subscriber application at the publisher application, as claimed in independent claim 12. Consequently, claim 22 is not rendered unpatentable under Skeen in further view of Martino.

Dependent claims 24 and 25 depend on independent claim 23. Independent claim 23 includes the following limitation:

labeling the outgoing message with a label including the delivery session name and a sequence number;

(Claim 22, emphasis added)

Neither Skeen nor Martino, individually or in combination, teach or suggest labeling the outgoing message with a sequence number. Instead, Skeen discloses adding sequence numbers to packets of packetized messages. (Col. 5, lines 44-46). In contrast, claim 22 relates to adding sequence numbers to messages, not packets. Martino also fails to disclose a certified message delivery system in which outgoing messages are labeled with a sequence number.

Therefore, for the above reasons, claims 12, 22, and 24-25 are not rendered unpatentable under 35 U.S.C. 103(a) over Skeen in view of Martino. It is respectfully submitted that in view of the amendments and remarks set forth herein, the above rejections have been overcome. Accordingly, Applicants respectfully submit claims 1-46 are in condition for allowance.

It should furthermore be noted that the above amendments to the claims have not been made with a view to overcoming any prior art of which the Applicants are aware, or that has been cited in the present Office Action. The above amendments have been made with a view to modifying the form of the claims. For example, the word "application" has been added after the word "subscriber" in claims 1, 10, 12, 21, 23, 24 and 25 to coincide with the proper antecedent basis.

Authorization is hereby given to charge our Deposit Account No. 02-2666 for any charges that may be due. Furthermore, if an extension is required, then Applicants hereby request such an extension.

Respectfully submitted,  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN

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